

133574

COPY

SUM-100

SUMMONS  
(CITACION JUDICIAL) BY FAXNOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):

ALLY FINANCIAL INC.; and DOES 1 through 10, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

RAMON RODRIGUEZ-ZARATE,

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/seithelp](http://www.courtinfo.ca.gov/seithelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/seithelp](http://www.courtinfo.ca.gov/seithelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

*AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.*

The name and address of the court is:  
(El nombre y dirección de la corte es): San Benito - Civil Division

450 Fourth Street  
Hollister, CA 95023

CASE NUMBER:  
(Número de Caso): **CE-22-00016**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Todd M. Friedman, 21031 Ventura Blvd, Suite 340, Woodland Hills, CA 91364, 323-306-4234

DATE: **JAN 13 2022** Clerk, by \_\_\_\_\_, Deputy \_\_\_\_\_  
(Fecha) (Secretario) \_\_\_\_\_ (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served  
 1.  as an individual defendant.  
 2.  as the person sued under the fictitious name of (specify):  
 3.  on behalf of (specify): **Ally Financial Inc.**  
 under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):  
 4.  by personal delivery on (date):

[SEAL]

SEAL

SUMMONS

Code of Civil Procedure §§ 412.20, 455  
[www.courtinfo.ca.gov](http://www.courtinfo.ca.gov)American LegalNet, Inc.  
[www.FormsWorkflow.com](http://www.FormsWorkflow.com)

**COPY**

1 Todd M. Friedman (216752)  
 2 Adrian R. Bacon (2803332)  
 3 Law Offices of Todd M. Friedman, P.C.  
 4 21031 Ventura Blvd, Suite 340  
 5 Woodland Hills, CA 91364  
 6 Phone: 323-306-4234  
 7 Fax: 866-633-0228  
 tfriedman@toddflaw.com  
 abacon@toddflaw.com  
 Attorneys for Plaintiff

FILED  
 SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF SAN BENITO

JAN 13 2022  
 Leesa M. Rivera  
 BY \_\_\_\_\_  
 DEPUTY CLERK

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 9 FOR THE COUNTY OF SAN BENITO  
 LIMITED JURISDICTION

10 RAMON RODRIGUEZ-ZARATE, ) CASE NO.: CL-22-00016  
 11 Plaintiff, ) COMPLAINT  
 12 ) 1. Violation of the Fair Credit  
 13 -vs- ) Reporting Act  
 14 ) 2. Violation of California Consumer  
 15 ALLY FINANCIAL INC.; and DOES 1 ) Credit Reporting Agencies Act  
 16 through 10, inclusive, ) (Amount Not to Exceed \$10,000)  
 17 Defendant. )

**BY FAX**

19 **I. INTRODUCTION**

20 1. This is an action for damages brought by an individual consumer for Defendant's  
 21 violations of the Fair Credit Reporting Act, 15 U.S.C. §1681 (hereinafter "FCRA") and the  
 22 California Consumer Credit Reporting Agencies Act, California Civil Code § 1785.25 (a)  
 23 (hereinafter "CCRA"), both of which regulate the collection, dissemination, and use of consumer  
 24 information, including consumer credit information.

25 2. At all relevant times, credit reports as alleged in this pleading are "consumer  
 26 reports" as that term is defined by 15 U.S.C. §1681a(d).

27 **II. PARTIES**

28 3. Plaintiff, RAMON RODRIGUEZ-ZARATE ("Plaintiff"), is a natural person  
 residing in San Benito County, and is a "consumer" as defined by 15 U.S.C. §1681a.

1           4. At all relevant times herein, Defendant ALLY FINANCIAL INC. (hereinafter  
2 "Defendant") was a "person" as that term is defined by 15 U.S.C. §1681a(b). Defendant is an  
3 "information furnisher" as the term is used in the FCRA and CCRA.

4       5.      The above named Defendant, and its subsidiaries and agents, are collectively  
5 referred to as "Defendants." The true names and capacities of the Defendants sued herein as DOE  
6 DEFENDANTS 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues  
7 such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is legally  
8 responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend the  
9 Complaint to reflect the true names and capacities of the DOE Defendants when such identities  
10 become known.

11       6. Plaintiff is informed and believes that at all relevant times, each and every  
12 Defendant was acting as an agent and/or employee of each of the other Defendants and was acting  
13 within the course and scope of said agency and/or employment with the full knowledge and  
14 consent of each of the other Defendants. Plaintiff is informed and believes that each of the acts  
15 and/or omissions complained of herein was made known to, and ratified by, each of the other  
16 Defendants.

### III. FACTUAL ALLEGATIONS

18       7.       At various and multiple times prior to the filing of the instant complaint, including  
19 within the one year preceding the filing of this complaint, Defendant reported derogatory  
20 information on Plaintiff's credit report. Defendant alleges that Plaintiff applied for and was  
21 rejected for a credit application. However, such an allegation is false, misleading, or incomplete.

22 8. On March 29, 2021, approximately a dozen hard inquiries were made on Plaintiff's  
23 credit in relation to the attempted lease of a 2021 Chevrolet Tahoe.

24 9. Plaintiff was not the person who attempted to lease the Chevrolet Tahoe. Plaintiff  
25 investigated and determined that he had been a victim of identity theft.

26 10. On April 5, 2021, Plaintiff filed and obtained a police report relating to the identity  
27 theft.

28 11. On or around April 12, 2021, Plaintiff received a letter from Defendant stating that  
Defendant had denied Plaintiff's alleged credit application.

1       12. Defendant then furnished the information of the denial of credit to Plaintiff to the  
2 consumer reporting agencies.

3       13. Thus, Defendant furnished inaccurate and false information to the consumer credit  
4 reporting agencies.

5       14. Plaintiff disputed this information directly with the credit reporting agencies and  
6 Defendant failed to conduct a reasonable investigation and update and correct the disputed  
7 information.

8       15. Defendant is aware that the third parties to which they are providing this  
9 information are going to disseminate this information to various other persons or parties who will  
10 be reviewing this information for the purpose of extending credit, insurance or employment and  
11 that they have already done so.

12       16. As a result of Defendant's inaccurate reporting of Plaintiff's accounts, Plaintiff's  
13 credit score decreased. Plaintiff was and/or will be denied future loans due to the derogatory items  
14 placed by Defendant on Plaintiff's credit report.

15       17. The inaccurate information negatively reflects upon the Plaintiff, Plaintiff's credit  
16 repayment history, Plaintiff's financial responsibility as a debtor and Plaintiff's credit worthiness.

17       18. The credit reports have been and continue to be disseminated to various persons  
18 and credit grantors, both known and unknown.

19       19. Plaintiff has been damaged, and continues to be damaged, in the following ways:  
20           a. Emotional distress and mental anguish associated with having incorrect  
21            derogatory personal information transmitted about Plaintiff to other people both  
22            known and unknown; and  
23           b. Decreased credit score which may result in inability to obtain credit on future  
24            attempts.  
23           c. Out of pocket expenses associated with disputing the information only to find  
24            the information to remain on the credit report;

25       20. At all times pertinent hereto, Defendant was acting by and through its agents,  
26 servants and/or employees who were acting within the course and scope of their agency or  
26 employment, and under the direct supervision and control of Defendant herein.  
27

1       21. At all times pertinent hereto, the conduct of Defendant, as well as that of its agents,  
2 servants and/or employees, was malicious, intentional, willful, reckless, and in grossly negligent  
3 disregard for federal and state laws and the rights of Plaintiff herein.

4       22. Defendant violated sections 1681n and 1681o of the FCRA by engaging in the  
5 following conduct that violates 15 U.S.C. §1681s-2(b):

- 6       a. Willfully and negligently continuing to furnish and disseminate inaccurate and  
7 derogatory credit, account and other information concerning the Plaintiff to  
credit reporting agencies and other entities despite knowing that said  
information was inaccurate; and
- 8       b. Willfully and negligently failing to comply with the requirements imposed on  
9 furnishers of information pursuant to 15 U.S.C. §1681s-2.

10      23. Defendant's conduct was a direct and proximate cause, as well as a substantial  
11 factor, in causing the injuries, damages and harm to Plaintiff that are outlined more fully above,  
12 and as a result, Defendant is liable to compensate Plaintiff for the full amount of statutory, actual  
13 and punitive damages, along with attorneys' fees and costs, as well as such other relief permitted  
14 by law.

15      24. Further, Defendant failed to notify Plaintiff of their intention to report negative  
16 information on their credit reports. Defendant then failed to correct the disputed information  
17 within thirty days of Plaintiff's dispute of that information.

18      25. As a result of the above violations of the FCRA and CCRA, Plaintiff suffered and  
19 continue to suffer injury to Plaintiff's feelings, personal humiliation, embarrassment, mental  
20 anguish and emotional distress, and Defendant is liable to Plaintiff for Plaintiff's actual damages,  
21 statutory damages, and costs and attorney's fees.

22      **COUNT I: VIOLATION OF THE FAIR CREDIT REPORTING ACT**

23      26. Plaintiff includes by reference all of the aforementioned paragraphs as if fully set  
forth herein.

25      27. To the extent that Defendant's actions, counted above, violated the FCRA, those  
26 actions were done knowingly and willfully.

27      **PRAYER FOR RELIEF**

28      WHEREFORE, Plaintiff respectfully prays that judgment be entered against the  
Defendants for the following:

- A. Actual damages;
- B. Statutory damages for willful and negligent violations;
- C. Costs and reasonable attorney's fees; and
- D. For such other and further relief as may be just and proper.

**COUNT II: VIOLATION OF THE CALIFORNIA CONSUMER CREDIT**

## **REPORTING AGENCIES ACT**

28. Plaintiff includes by reference all of the aforementioned paragraphs as if fully set forth herein.

29. Cal. Civ. Code § 1785.25 (a) states that a "person shall not furnish information on a specific transaction or experience to any consumer credit reporting agency if the person knows or should know the information is incomplete or inaccurate."

30. Cal. Civ. Code § 1785.25 (b) states that a furnisher that determines a report to a credit reporting agency is not accurate or complete shall promptly notify the consumer reporting agency of that determination and provide corrections to the consumer reporting agency that is necessary to make the information complete and accurate.

31. Cal. Civ. Code § 1785.25 (c) provides that if the completeness or accuracy of any information on a specific transaction or experience provided to a consumer reporting agency is disputed by the consumer, the furnisher may not continue reporting the information unless it provides a notice to the consumer reporting agency that the information is disputed by the consumer.

32. Defendant negligently and willfully furnished information to the credit reporting agencies it knew or should have known was inaccurate.

33. Based on these violations of Civil Code § 1785.25 (a), Plaintiff is entitled to the remedies afforded by Civil Code § 1785.31, including actual damages, attorney's fees, pain and suffering, injunctive relief, and punitive damages in an amount not less than \$100 nor more than \$5,000, for each violation as the Court deems proper.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that judgment be entered against Defendant for the following:

- A. Actual damages;
- B. Statutory damages;

- C. Costs and reasonable attorney's fees; and
- D. For such other and further relief as the Court may deem just and proper.

**PLAINTIFF HEREBY REQUESTS A TRIAL BY JURY**

34. Plaintiff, pursuant to his rights under Article 1, Section 16 of the Constitution of the State of California, demands a trial by jury on all issues so triable.

Respectfully submitted this 12th day of January, 2022.

By: Todd M. Friedman  
Todd M. Friedman, Esq.  
Law Offices of Todd M. Friedman, P.C.  
Attorney for Plaintiff

BY FAX

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Todd M. Friedman, Esq. SBN 216752 Law Offices of Todd M. Friedman 21031 Ventura Blvd., Suite 340 Woodland Hills, CA 91364 TELEPHONE NO.: 323-306-4234 FAX NO.: 866-633-0228 ATTORNEY FOR (Name): Plaintiff Ramon Rodriguez-Zarate		<b>COPY</b> <small>FOR COURT USE ONLY</small> <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BENITO JAN 13 2022 Leesa M. Rivera BY DEPUTY CLERK  <b>01-22-00016</b>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Benito STREET ADDRESS: 450 Fourth Street MAILING ADDRESS: 450 Fourth Street CITY AND ZIP CODE: Hollister, CA 95023 BRANCH NAME: San Benito - Civil Division		
CASE NAME: Ramon Rodriguez-Zarate v. Ally Financial Inc. et al.		
<b>CIVIL CASE COVER SHEET</b> <input type="checkbox"/> Unlimited <input checked="" type="checkbox"/> Limited (Amount demanded demanded exceeds \$25,000) (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
Items 1-6 below must be completed (see instructions on page 2).		

1. Check one box below for the case type that best describes this case:		
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
<b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	<b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	<b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20)
<b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35)	<b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	<b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
<b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- Large number of separately represented parties
- Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- Substantial amount of documentary evidence
- Large number of witnesses
- Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify): 2

5. This case  is  is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 12, 2022

Todd M. Friedman

*Todd M. Friedman*

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**Auto Tort**

Auto (22)–Personal Injury/Property  
Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death)****Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/  
Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice–  
Physicians & Surgeons  
Other Professional Health Care  
Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of  
Emotional Distress  
Negligent Infliction of  
Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business  
Practice (07)  
Civil Rights (e.g., discrimination,  
false arrest) (*not civil  
harassment*) (08)  
Defamation (e.g., slander, libel)  
(13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice  
(*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**CASE TYPES AND EXAMPLES****Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach–Seller  
Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/  
Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open  
book accounts) (09)  
Collection Case–Seller Plaintiff  
Other Promissory Note/Collections  
Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse  
Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent  
domain, landlord/tenant, or  
foreclosure*)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal  
drugs, check this item; otherwise,  
report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ–Administrative Mandamus  
Writ–Mandamus on Limited Court  
Case Matter  
Writ–Other Limited Court Case  
Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal–Labor  
Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims  
(*arising from provisionally complex  
case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of  
County)  
Confession of Judgment (*non-  
domestic relations*)  
Sister State Judgment  
Administrative Agency Award  
(*not unpaid taxes*)  
Petition/Certification of Entry of  
Judgment on Unpaid Taxes  
Other Enforcement of Judgment  
Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified  
above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-  
harassment*)  
Mechanics Lien  
Other Commercial Complaint  
Case (*non-tort/non-complex*)  
Other Civil Complaint  
(*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate  
Governance (21)  
Other Petition (*not specified  
above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult  
Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late  
Claim  
Other Civil Petition